Illinois Tool Works Inc. Corporate Headquarters 3600 West Lake Avenue Glenview, IL 60026-1215 Telephone 847.724.7500





September 19, 2006

Ms. Karen Cibulskis, Remedial Project Manager U.S. EPA Region 5 - Superfund Division 77 West Jackson Boulevard - Mail Code SR-6J Chicago, IL 60604

Re: ASAOC for RI/FS - Access to South Dayton Dump and Landfill Superfund Site

#### Dear Karen:

Pursuant to Section XII, paragraphs 54 through 57 of the Administrative Settlement Agreement and Order on Consent (ASAOC) for Remedial Investigation/Feasibility Study (RI/FS) for the South Dayton Dump and Landfill Superfund Site (Site), this letter describes the efforts of certain ASAOC Respondents, the PRP Group, to obtain access at all reasonable times to the Site. Respondents Boesch and Grillot own 8 of the 14 parcels that comprise the Site. Per paragraph 54 of the ASAOC, Respondents Boesch and Grillot have agreed to provide access to those Site parcels. The Miami Conservancy District owns one parcel at the Site and has agreed to provide access to that Site parcel as well as six parcels adjacent to the Site (see Enclosure A). Ronald Barnett owns two parcels at the Site and has agreed to provide access to those Site parcels (see Enclosure B). Valley Asphalt owns one parcel at the Site and has not yet returned a signed access agreement to the PRP Group. However, Valley Asphalt did provide access to the PRP Group consultant to conduct an inspection of their Site parcel so an account could be included in the Preliminary Remedial Action Objectives Technical Memorandum. Jim City Salvage owns two parcels at the Site and has not yet returned a signed access agreement to the PRP Group. The best efforts of the PRP Group to obtain Site access are described in the next paragraph.

Letters and copies of access agreements were sent out on August 24, 2006 via UPS Next Day delivery to all persons that own parcels at the Site (see Enclosure C). Multiple follow-up calls and e-mails were made over the next three weeks. Reasonable sums of money in consideration of access were discussed with both Valley Asphalt and Jim City Salvage, the only parcel owners that have not yet signed access agreements. Based on my conversations with both parties, I believe that a simple phone call or letter from U.S. EPA will prompt them to sign an access agreement. Please contact me at 847-657-4843 or <a href="mailto:kbrown@itw.com">kbrown@itw.com</a> for questions or discussion.

Sincerely,

Ken Brown, CHMM Environmental Engineer

Enclosures

cc: Representatives for Respondents



### SITE ACCESS AGREEMENT

This Site Access Agreement is made this 30<sup>th</sup> day of August, 2006, by, among and between Miami Conservancy District ("Licensors"), in favor of the South Dayton Dump Potentially Responsible Party ("PRP") Group.

WHEREAS, Licensors are the owners of property comprised of Lot Numbers 3056, 3057, 3058, 3273, 3274, 3275, and 3278 in Moraine, Ohio ("the Premises"); and

WHEREAS, the South Dayton Dump PRP Group wishes to conduct certain environmental investigation work at the Premises; and

NOW, THEREFORE, the parties agree as follows:

### 1. Grant of Access

Licensors hereby grant to the South Dayton Dump PRP Group, their contractors, agents, consultants, designees and representatives, a temporary right and license to enter upon the Premises at all reasonable times upon prior telephone notification to conduct site inspections as well as environmental soil and groundwater sampling in connection with a Remedial Investigation and Feasibility Study pursuant to the Administrative Settlement Agreement and Order on Consent ("ASAOC") for Remedial Investigation and Feasibility Study, CERCLA Docket Number V-W-06-C-852 under the oversight of the United States Environmental Protection Agency ("U.S. EPA") and the State of Ohio. Licensors further grant to the U.S. EPA, the State of Ohio, and their representatives and designees, including contractors, access at all reasonable

times to the Site for the purpose of conducting any activity related to the ASAOC described above. The South Dayton Dump PRP Group shall provide the Licensors with the analytical results for all soil and groundwater samples collected pursuant to this Site Access Agreement.

# 2. Term of License

This Site Access Agreement and all rights granted hereunder, shall terminate upon completion of the Remedial Investigation and Feasibility Study pursuant to the ASAOC described above.

### 3. Non-Interference with Licensors' Use

In exercising its rights under this Site Access Agreement, the South Dayton Dump PRP Group shall, at all times, conduct its activities in such a way as to not interfere with the activities or operations of Licensors at the Premises or with other authorized uses of the Premises and shall honor all reasonable requests and instructions which are made to them by Licensors or other appropriate parties.

## 4. Indemnity

The South Dayton Dump PRP Group covenants and agrees to save and keep harmless and indemnify Licensors, their officers and from and against any and all liabilities, losses, damages, costs, expenses, causes of action, suits, penalties, claims, demands, and judgments of every kind and nature, including without limitation, reasonable attorney's fees and expenses for any personal injury or

property damage to any building, structure, fixture, parking area or landscaping resulting or arising from the South Dayton Dump PRP Group activities hereunder.

## 5. Threats to Human Health or the Environment

If at any time during the performance of the work hereunder, the South Dayton

Dump PRP Group or its agents discover any incident or condition that creates an

emergency or danger to the health or safety of persons on or adjacent to the

Premises, the South Dayton Dump PRP Group shall promptly notify Licensors of

such incident or condition. If Licensors discover any such condition Licensors

shall notify the South Dayton Dump PRP Group.

## 6. Restoration

Upon conclusion of its work, the South Dayton Dump PRP Group shall restore the Premises to the conditions existing immediately prior to the conduct of such work and in accordance with all applicable requirements.

Should the South Dayton Dump PRP Group's activities upon the Premises cause damage to any utilities, the cost of repair shall be the sole responsibility of the South Dayton Dump PRP Group, and repairs shall be made immediately.

### 7. Compliance with Laws

The South Dayton Dump PRP Group shall comply promptly and fully with all present and future laws and regulations in connection with its work hereunder.

## 8. Agreement to Limit Publicity

Neither the South Dayton Dump PRP Group, nor its agents, representatives, designees or contractors, shall discuss environmental conditions or its investigative work at the Premises with any other person, entity, media organization, etc. without the express written consent of Licensors. The lone exceptions to this publicity rule will occur when South Dayton Dump PRP Group is required by law to disclose such information or as necessary to notify governmental authorities, obtain approval of an investigative or remediation plan from the appropriate governmental authority or submit reports or other documents to governmental authorities.

## 9. Construction and Intention

This Site Access Agreement is intended to be and shall be construed as a grant of temporary right of access and not an interest in the Premises.

### 10. Relationship of Parties

Nothing contained in this Site Access Agreement shall be deemed or construed by the parties, or any third party, as creating the relationship of principal and agent or of partnership or of joint venture between Licensors and South Dayton Dump PRP Group, it being understood and agreed that no provision contained in this Site Access Agreement, nor any acts of the parties shall be deemed to create any relationship between the parties hereto other than the relationship of Licensors to Licensee.

### 11. Captions

The captions in this Site Access Agreement are for convenience only and shall not be deemed to be a part hereof.

## 12. Governing Law

This Site Access Agreement shall be governed and construed in accordance with the laws of the State of Ohio. Any action to enforce the terms of this Site Access Agreement shall be brought in an appropriate court in Montgomery County, Ohio.

### 13. Amendment

This Site Access Agreement may not be modified or amended except by a written agreement duly executed by the parties hereto or by their respective successors or assigns, as the case may be. Licensors acknowledge that the U.S. EPA, Ohio EPA or their designees may require Licensee to undertake additional work not specified herein. In that event, Licensee shall confer with Licensors and amend, with Licensors' approval, this Site Access Agreement. Such approval shall not be unreasonably withheld.

### 14. Entire Agreement

This Site Access Agreement fully sets forth all agreements and understandings of the parties to this Site Access Agreement with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Site Access Agreement on the day and year first above written.

### **LICENSORS**

Date: 8/30/06

CRUERAL MANAGER

# LICENSORS CONTACT INFORMATION

Name: Richard L. Doran
Title: Property Administrator
Address: 38 E monument Ave

Duyton OH 45377

Office Phone: 937 / 223-1278 at 3219

Mobile Phone: 937/572-3861 Facsimile: 937/223-4730

Facsimile: 937/223-4730
E-mail: 8008AN@MIAMIC

RDORAN @MIAMICONSERVAHLY,

#### LICENSEE

South Dayton Dump PRP Group

By: Was like

LICENSEE CONTACT INFORMATION

Ken Brown, CHMM

**Environmental Engineer** 

Illinois Tool Works Inc.

3600 West Lake Avenue

Glenview, Illinois 60026

Office Phone: 847-657-4843

Mobile Phone: 847-224-9003

Facsimile:

847-657-7892

E-mail:

kbrown@itw.com

Steve Quigley, P.E.

Principal

Conestoga-Rovers & Associates

651 Colby Drive

Waterloo, Ontario Canada N2V 1C2

Office Phone: 519-884-0510 Mobile Phone: 519-498-7997

Facsimile:

519-884-0525

E-mail:

squigley@craworld.com

SEP 1 - 2006

### SITE ACCESS AGREEMENT

This Site Access Agreement is made this 24<sup>th</sup> day of August, 2006, by, among and between Ron Barnett Construction ("Licensors"), in favor of the South Dayton Dump Potentially Responsible Party ("PRP") Group.

WHEREAS, Licensors are the owners of property comprised of Lot Numbers 3252 and 4610 in Moraine, Ohio ("the Premises"); and

WHEREAS, the South Dayton Dump PRP Group wishes to conduct certain environmental investigation work at the Premises; and

NOW, THEREFORE, the parties agree as follows:

## 1. Grant of Access

Licensors hereby grant to the South Dayton Dump PRP Group, their contractors, agents, consultants, designees and representatives, a temporary right and license to enter upon the Premises at all reasonable times upon prior telephone notification to conduct site inspections as well as environmental soil and groundwater sampling in connection with a Remedial Investigation and Feasibility Study pursuant to the Administrative Settlement Agreement and Order on Consent ("ASAOC") for Remedial Investigation and Feasibility Study, CERCLA Docket Number V-W-06-C-852 under the oversight of the United States Environmental Protection Agency ("U.S. EPA") and the State of Ohio. Licensors further grant to the U.S. EPA, the State of Ohio, and their representatives and designees, including contractors, access at all reasonable

times to the Site for the purpose of conducting any activity related to the ASAOC described above.

### 2. Term of License

This Site Access Agreement and all rights granted hereunder, shall terminate upon completion of the Remedial Investigation and Feasibility Study pursuant to the ASAOC described above.

# 3. Non-Interference with Licensors' Use

In exercising its rights under this Site Access Agreement, the South Dayton Dump PRP Group shall, at all times, conduct its activities in such a way as to not interfere with the activities or operations of Licensors at the Premises or with other authorized uses of the Premises and shall honor all reasonable requests and instructions which are made to them by Licensors or other appropriate parties.

# 4. <u>Indemnity</u>

The South Dayton Dump PRP Group covenants and agrees to save and keep harmless and indemnify Licensors, their officers and from and against any and all liabilities, losses, damages, costs, expenses, causes of action, suits, penalties, claims, demands, and judgments of every kind and nature, including without limitation, reasonable attorney's fees and expenses for any personal injury or property damage to any building, structure, fixture, parking area or landscaping resulting or arising from the South Dayton Dump PRP Group activities hereunder.

# 5. Threats to Human Health or the Environment

If at any time during the performance of the work hereunder, the South Dayton

Dump PRP Group or its agents discover any incident or condition that creates an

emergency or danger to the health or safety of persons on or adjacent to the

Premises, the South Dayton Dump PRP Group shall promptly notify Licensors of
such incident or condition. If Licensors discover any such condition Licensors
shall notify the South Dayton Dump PRP Group.

# 6. Restoration

Upon conclusion of its work, the South Dayton Dump PRP Group shall restore the Premises to the conditions existing immediately prior to the conduct of such work and in accordance with all applicable requirements.

Should the South Dayton Dump PRP Group's activities upon the Premises cause damage to any utilities, the cost of repair shall be the sole responsibility of the South Dayton Dump PRP Group, and repairs shall be made immediately.

# 7. Compliance with Laws

The South Dayton Dump PRP Group shall comply promptly and fully with all present and future laws and regulations in connection with its work hereunder.

# 8. Agreement to Limit Publicity

Neither the South Dayton Dump PRP Group, nor its agents, representatives, designees or contractors, shall discuss environmental conditions or its

investigative work at the Premises with any other person, entity, media organization, etc. without the express written consent of Licensors. The lone exceptions to this publicity rule will occur when South Dayton Dump PRP Group is required by law to disclose such information or as necessary to notify governmental authorities, obtain approval of an investigative or remediation plan from the appropriate governmental authority or submit reports or other documents to governmental authorities.

### 9. Construction and Intention

This Site Access Agreement is intended to be and shall be construed as a grant of temporary right of access and not an interest in the Premises.

## 10. Relationship of Parties

Nothing contained in this Site Access Agreement shall be deemed or construed by the parties, or any third party, as creating the relationship of principal and agent or of partnership or of joint venture between Licensors and South Dayton Dump PRP Group, it being understood and agreed that no provision contained in this Site Access Agreement, nor any acts of the parties shall be deemed to create any relationship between the parties hereto other than the relationship of Licensors to Licensee.

### 11. Captions

The captions in this Site Access Agreement are for convenience only and shall not be deemed to be a part hereof.

# 12. Governing Law

This Site Access Agreement shall be governed and construed in accordance with the laws of the State of Ohio. Any action to enforce the terms of this Site Access Agreement shall be brought in an appropriate court in Montgomery County, Ohio.

### 13. Amendment

This Site Access Agreement may not be modified or amended except by a written agreement duly executed by the parties hereto or by their respective successors or assigns, as the case may be. Licensors acknowledge that the U.S. EPA, Ohio EPA or their designees may require Licensee to undertake additional work not specified herein. In that event, Licensee shall confer with Licensors and amend, with Licensors' approval, this Site Access Agreement. Such approval shall not be unreasonably withheld.

## 14. Entire Agreement

This Site Access Agreement fully sets forth all agreements and understandings of the parties to this Site Access Agreement with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Site Access Agreement on the day and year first above written.

Date:

### LICENSORS CONTACT INFORMATION

Name: RODALD BARNETT Title: PREGIDENT

Address: 2205 E. RIVER RD.

DAYTON, OH 45439

Office Phone: (937) 299 - 3596 Mobile Phone: (937) 477 · 0301

Facsimile:

N/A

E-mail:

NIA

### **LICENSEE**

South Dayton Dump PRP Group

By: Title:

Date:

LICENSEE CONTACT INFORMATION

Ken Brown, CHMM **Environmental Engineer** 

Illinois Tool Works Inc. 3600 West Lake Avenue

Glenview, Illinois 60026

Office Phone: 847-657-4843 Mobile Phone: 847-224-9003

Facsimile: E-mail:

847-657-7892 kbrown@itw.com

Steve Quigley, P.E.

Principal

Conestoga-Rovers & Associates

651 Colby Drive

Waterloo, Ontario Canada N2V 1C2

Office Phone: 519-884-0510 Mobile Phone: 519-498-7997 Facsimile:

519-884-0525

E-mail:

squigley@craworld.com



August 24, 2006

Mr. Jim Jurgensen, Jr. Valley Asphalt Corporation 1901 Dryden Road Moraine, Ohio 45439

Re: Access Agreement for Remedial Investigation and Feasibility Study South Dayton Dump and Landfill Superfund Site - Moraine, Ohio

Dear Mr. Jurgensen:

As you may be aware, some of the potentially responsible parties (PRPs) which received the Special Notice letter from the U.S. Environmental Protection Agency (U.S. EPA) regarding the South Dayton Dump and Landfill Superfund Site (Site) have agreed to conduct the Remedial Investigation and Feasibility Study (RI/FS) for the Site. The parties which have agreed to conduct the RI/FS have organized themselves as the South Dayton Dump PRP Group (PRP Group).

The Administrative Settlement Agreement and Order on Consent (ASAOC) for RI/FS requires that the PRP Group secure access for RI/FS activities from those that own parcels within and adjacent to what U.S. EPA defines as the Site. As you know, Valley Asphalt owns a parcel that is included in U.S. EPA's definition of the Site. Therefore, the PRP Group requests that you execute the attached Access Agreement at your earliest possible convenience. Two copies of the Access Agreement which have been executed by the PRP Group are enclosed. Please return one executed copy to me at the letterhead address and keep one executed copy for your files.

If the PRP Group is unable to secure access for RI/FS activities, then the U.S. EPA will utilize its substantial legal power to secure access from affected property owners. Please contact me for questions at 847-657-4843 or <a href="mailto:kbrown@itw.com">kbrown@itw.com</a>.

Sincerely.

Ken Brown, CHMM Environmental Engineer

South Dayton Dump PRP Group Representative

**Enclosures** 

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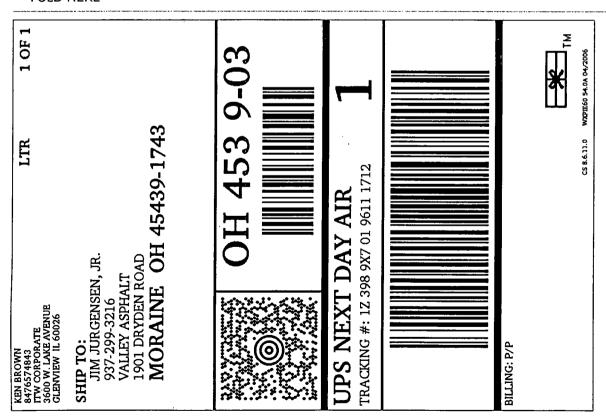
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- o Take your package to a location of The UPS Store®, UPS Drop Box, UPS Customer Center or Authorized Shipping Outlet near you. Items sent via UPS Return Services (including Ground Returns) are accepted at any UPS Drop Box.
- o To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

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Dear Customer,

This is in response to your request for delivery information concerning the shipment listed below.

**Tracking Number:** 

1Z 398 9X7 01 9611 171 2

Service Type: Shipped or Billed on: 08/24/2006

**NEXT DAY AIR** 

Delivered on:

08/25/2006 9:57 A.M.

Delivered to:

1901 DRYDEN RD

DAYTON, OH, US 45439

dry ups ups the ops the dry ups the ops the fire the the less in him in

Location:

FRONT DESK

Thank you for giving us this opportunity to serve you.

Sincerely, United Parcel Service

Tracking results provided by UPS: 08/28/2006 9:02 A.M. Eastern Time (USA)

Illinois Tool Works Inc. Corporate Headquarters 3600 West Lake Avenue Glenview, IL 60026-1215 Telephone 847.724.7500



August 24, 2006

Mr. Stephen McHugh Altick & Corwin Co., L.P.A. 1700 One Dayton Centre One South Main Street Dayton, Ohio 45402

Re: Access Agreement for Remedial Investigation and Feasibility Study South Dayton Dump and Landfill Superfund Site - Moraine, Ohio

Dear Mr. McHugh:

As you may be aware, some of the potentially responsible parties (PRPs) which received the Special Notice letter from the U.S. Environmental Protection Agency (U.S. EPA) regarding the South Dayton Dump and Landfill Superfund Site (Site) have agreed to conduct the Remedial Investigation and Feasibility Study (RI/FS). The parties which have agreed to conduct the RI/FS have organized themselves as the South Dayton Dump PRP Group (PRP Group).

The Administrative Settlement Agreement and Order on Consent (ASAOC) for RI/FS requires that the PRP Group secure access for RI/FS activities from those that own parcels within and adjacent to what U.S. EPA defines as the Site. As you know, Miami Conservancy District owns a parcel (Lot 3274) that is included in U.S. EPA's definition of the Site and several parcels adjacent to the Site (Lots 3056, 3057, 3058, 3273, 3275 and 3278 to the west of the levee). Therefore, the PRP Group requests that you execute the attached Access Agreement at your earliest possible convenience. Two copies of the Access Agreement which have been executed by the PRP Group are enclosed. Please return one executed copy to me at the letterhead address and keep one executed copy for your files.

If the PRP Group is unable to secure access for RI/FS activities, then the U.S. EPA will utilize its substantial legal power to secure access from affected property owners. Please contact me for questions at 847-657-4843 or <a href="mailto:kbrown@itw.com">kbrown@itw.com</a>.

Sincerely

Ken Brown, CHMM Environmental Engineer

South Dayton Dump PRP Group Representative

**Enclosures** 

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- Fold the printed label at the dotted line. Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire

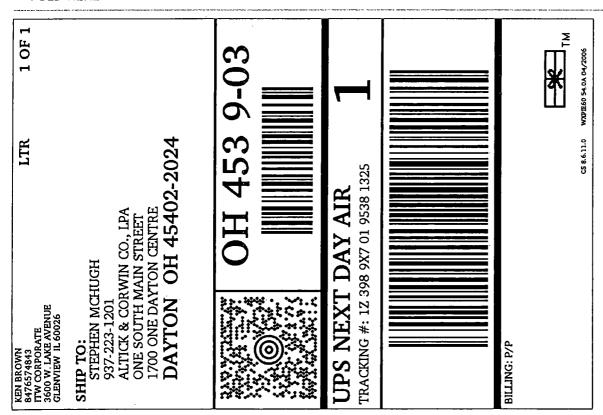
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#### **DELIVERY NOTIFICATION**

Dear Customer,

This is in response to your request for delivery information concerning the shipment listed below.

**Tracking Number:** 

1Z 398 9X7 01 9538 132 5

**Service Type:** Shipped or Billed on: 08/24/2006

**NEXT DAY AIR** 

Delivered on:

08/25/2006 9:35 A.M.

**Delivered to:** 

1 S MAIN ST

1700

DAYTON, OH, US 45402

Location:

**OFFICE** 

Thank you for giving us this opportunity to serve you.

Sincerely, United Parcel Service

Tracking results provided by UPS: 08/28/2006 9:02 A.M. Eastern Time

(USA)

Illinois Tool Works Inc. Corporate Headquarters 3600 West Lake Avenue Glenview, IL 60026-1215 Telephone 847.724.7500



August 24, 2006

Mr. Timothy Hoffman Coolidge Wall 33 West First Street Dayton, Ohio 45402

Re: Access Agreement for Remedial Investigation and Feasibility Study South Dayton Dump and Landfill Superfund Site - Moraine, Ohio

Dear Mr. Hoffman:

As you may be aware, some of the potentially responsible parties (PRPs) which received the Special Notice letter from the U.S. Environmental Protection Agency (U.S. EPA) regarding the South Dayton Dump and Landfill Superfund Site (Site) have agreed to conduct the Remedial Investigation and Feasibility Study (RI/FS). The parties which have agreed to conduct the RI/FS have organized themselves as the South Dayton Dump PRP Group (PRP Group).

The Administrative Settlement Agreement and Order on Consent (ASAOC) for RI/FS requires that the PRP Group secure access for RI/FS activities from those that own parcels within and adjacent to what U.S. EPA defines as the Site. As you know, Kathryn Boesch and Margaret Grillot own parcels that are included in U.S. EPA's definition of the Site. Therefore, the PRP Group requests that you execute the attached Access Agreement at your earliest possible convenience. Two copies of the Access Agreement which have been executed by the PRP Group are enclosed. Please return one executed copy to me at the letterhead address and keep one executed copy for your files.

If the PRP Group is unable to secure access for RI/FS activities, then the U.S. EPA will utilize its substantial legal power to secure access from affected property owners. Please contact me for questions at 847-657-4843 or kbrown@itw.com.

Sincerely,

Ken Brown, CHMM

Environmental Engineer

South Dayton Dump PRP Group Representative

Enclosures

### **UPS CampusShip: View/Print Label**

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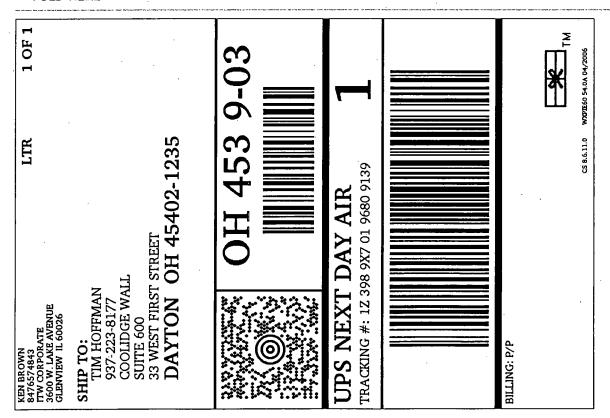
### 3. GETTING YOUR SHIPMENT TO UPS **Customers without a Daily Pickup**

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- o Take your package to a location of The UPS Store®, UPS Drop Box, UPS Customer Center or Authorized Shipping Outlet near you. Items sent via UPS Return Services (including Ground Returns) are accepted at any UPS Drop Box.
- o To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

### **Customers with a Daily Pickup**

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#### **DELIVERY NOTIFICATION**

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**Tracking Number:** 

1Z 398 9X7 01 9680 913 9

Service Type: Shipped or Billed on: 08/24/2006

**NEXT DAY AIR** 

Delivered on:

08/25/2006 9:41 A.M.

**Delivered to:** 

33 W 1ST ST

5 600

DAYTON, OH, US 45402

Location:

**OFFICE** 

Thank you for giving us this opportunity to serve you.

Sincerely, **United Parcel Service** 

Tracking results provided by UPS: 08/28/2006 9:02 A.M. Eastern Time

(USA)

Illinois Tool Works Inc. Corporate Headquarters 3600 West Lake Avenue Glenview, IL 60026-1215 Telephone 847.724.7500



August 24, 2006

Mr. Jim Worley Jim City Salvage 2335 East River Road Moraine, Ohio 45429

Re: Access Agreement for Remedial Investigation and Feasibility Study South Dayton Dump and Landfill Superfund Site - Moraine, Ohio

Dear Mr. Worley:

As you may be aware, some of the potentially responsible parties (PRPs) which received the Special Notice letter from the U.S. Environmental Protection Agency (U.S. EPA) regarding the South Dayton Dump and Landfill Superfund Site (Site) have agreed to conduct the Remedial Investigation and Feasibility Study (RI/FS). The parties which have agreed to conduct the RI/FS have organized themselves as the South Dayton Dump PRP Group (PRP Group).

The Administrative Settlement Agreement and Order on Consent (ASAOC) for RI/FS requires that the PRP Group secure access for RI/FS activities from those that own parcels within and adjacent to what U.S. EPA defines as the Site. As you know, you own parcels that are included in U.S. EPA's definition of the Site. Therefore, the PRP Group requests that you execute the attached Access Agreement at your earliest possible convenience. Two copies of the Access Agreement which have been executed by the PRP Group are enclosed. Please return one executed copy to me at the letterhead address and keep one executed copy for your files.

If the PRP Group is unable to secure access for RI/FS activities, then the U.S. EPA will utilize its substantial legal power to secure access from affected property owners. Please contact me for questions at 847-657-4843 or <a href="mailto:kbrown@itw.com">kbrown@itw.com</a>.

Sincerely,

Ken Brown, CHMM Environmental Engineer

South Dayton Dump PRP Group Representative

**Enclosures** 

# **UPS CampusShip: View/Print Label**

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- 2. Fold the printed label at the dotted line. Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

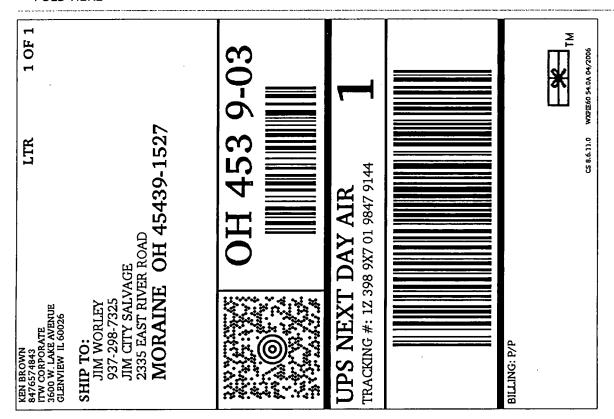
#### 3. GETTING YOUR SHIPMENT TO UPS **Customers without a Daily Pickup**

- o Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.
- o Hand the package to any UPS driver in your area.
- o Take your package to a location of The UPS Store®, UPS Drop Box, UPS Customer Center or Authorized Shipping Outlet near you. Items sent via UPS Return Services (including Ground Returns) are accepted at any UPS Drop Box.
- o To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

### **Customers with a Daily Pickup**

o Your driver will pickup your shipment(s) as usual.

#### FOLD HERE





### **DELIVERY NOTIFICATION**

Dear Customer,

This is in response to your request for delivery information concerning the shipment listed below.

Tracking Number:

1Z 398 9X7 01 9847 914 4

Service Type: Shipped or Billed on: 08/24/2006

**NEXT DAY AIR** 

Delivered on:

08/25/2006 10:05 A.M.

**Delivered to:** 

2335 E RIVER RD DAYTON, OH, US 45439

THE CHEST CH

Location:

**FRONT DESK** 

Thank you for giving us this opportunity to serve you.

Sincerely, United Parcel Service

Tracking results provided by UPS: 08/28/2006 9:02 A.M. Eastern Time (USA)

Illinois Tool Works Inc. Corporate Headquarters 3600 West Lake Avenue Glenview, IL 60026-1215 Telephone 847.724.7500



August 24, 2006

Mr. Ron Barnett Barnett Construction 2225 East River Road Moraine, Ohio 45429

Re: Access Agreement for Remedial Investigation and Feasibility Study South Dayton Dump and Landfill Superfund Site - Moraine, Ohio

Dear Mr. Barnett:

As you may be aware, some of the potentially responsible parties (PRPs) which received the Special Notice letter from the U.S. Environmental Protection Agency (U.S. EPA) regarding the South Dayton Dump and Landfill Superfund Site (Site) have agreed to conduct the Remedial Investigation and Feasibility Study (RI/FS). The parties which have agreed to conduct the RI/FS have organized themselves as the South Dayton Dump PRP Group (PRP Group).

The Administrative Settlement Agreement and Order on Consent (ASAOC) for RI/FS requires that the PRP Group secure access for RI/FS activities from those that own parcels within and adjacent to what U.S. EPA defines as the Site. As you know, you own parcels that are included in U.S. EPA's definition of the Site. Therefore, the PRP Group requests that you execute the attached Access Agreement at your earliest possible convenience. Two copies of the Access Agreement which have been executed by the PRP Group are enclosed. Please return one executed copy to me at the letterhead address and keep one executed copy for your files.

If the PRP Group is unable to secure access for RI/FS activities, then the U.S. EPA will utilize its substantial legal power to secure access from affected property owners. Please contact me for questions at 847-657-4843 or <a href="https://kbrown@itw.com">kbrown@itw.com</a>.

Sincerely,

Ken Brown, CHMM Environmental Engineer

South Dayton Dump PRP Group Representative

**Enclosures** 

# **UPS CampusShip: View/Print Label**

- 1. Print the label(s): Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
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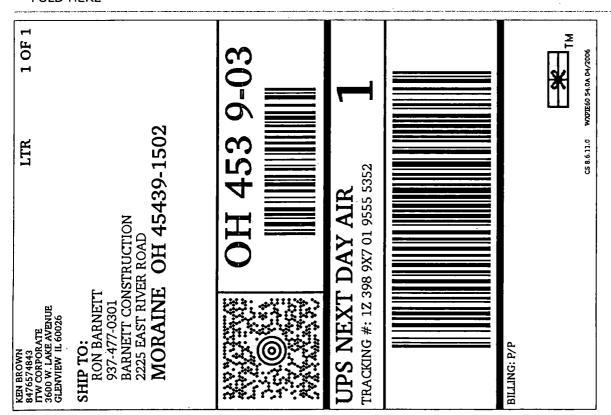
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Dear Customer,

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**Tracking Number:** 

1Z 398 9X7 01 9555 535 2

Service Type:

**NEXT DAY AIR** 

Shipped or Billed on: 08/24/2006 Delivered on:

08/25/2006 2:24 P.M.

2225 E RIVER RD

Delivered to:

**DAYTON, OH, US 45439** 

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Location:

FRONT DESK

Thank you for giving us this opportunity to serve you.

Sincerely, **United Parcel Service** 

Tracking results provided by UPS: 08/28/2006 9:02 A.M. Eastern Time